



## MEMORANDUM OF UNDERSTANDING

Between

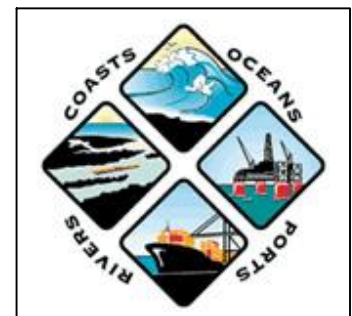
COASTS, OCEANS, PORTS AND RIVERS INSTITUTE  
OF ASCE  
PORTS AND HARBORS COMMITTEE

And

U.S. SECTION OF THE INTERNATIONAL  
NAVIGATION ASSOCIATION (PIANC)

“PORTS™ 2007  
A SPECIALTY CONFERENCE “30 YEARS OF  
SHARING IDEAS”  
1977 - 2007

To be held at the La Costa Resort and Spa  
San Diego, California, March 25 - 28, 2007



**PURPOSE** - The American Society of Civil Engineers (ASCE) has a tradition of sponsoring a series of specialty conferences focusing on ports, harbors and other related marine engineering topics. These conferences, collectively known as the "Ports™ Conferences", have been held on a triennial basis beginning in 1977. Ports 2007 will be developed and offered through the Ports and Harbors Committee of The American Society of Civil Engineers - Coasts, Oceans, Ports and Rivers Institute (COPRI P&H) Ports 2007 will be held in the San Diego, California area in the spring of 2007. Pledges of cooperation and sponsorship have been obtained from the San Diego Unified Port District (SDUPD) and Southwest Division, Naval Facilities Engineering Command (SWDIV) – the two pre-eminent ports and harbors entities in the San Diego Area. This Memorandum of Understanding (MOU) serves to declare a set of shared partnership principles between ASCE and U.S. Section of the International Navigation Association (PIANC) as relates to Ports 2007.

**SHARED PRINCIPLES** – Both parties agree that it is in their mutual interest to promote the practice of engineering relative to the planning, development, construction, operation and maintenance of ports and harbors. It is furthermore agreed that the "Ports" series of conferences has served as a pre-eminent venue for promoting this activity.

**AUTHORITY** – Authority for cooperation in overlapping interests and responsibilities is provided for ASCE and PIANC in the document entitled "American Society of Civil Engineers - Coasts, Oceans, Ports and Rivers Institute, Ports and Harbors Committee "Prospectus for Ports 2007" approved by COPRI on December 22, 2003.

**IMPLEMENTATION OF THE AGREEMENT** – In order to enable close and effective collaboration, it is agreed that the scope of cooperative activity will be reviewed annually. Both ASCE and PIANC will designate key personnel to implement and coordinate this MOU.

**ROLES AND RESPONSIBILITIES OF THE PARTIES** – It is understood that both parties, along with other entities will be participants in Ports 2007. The general roles and responsibilities of ASCE and PIANC are as follows:

- ASCE and PIANC agree to jointly co-sponsor Ports '07, to be conducted in San Diego, California, March 25 - 28, 2007.
- ASCE will be the managing organization and will administer the organization and operations for the conference. This includes, but is not limited to; the receipt of revenues; contracting for meeting space and all services; handling fiscal affairs and budgeting; printing and mailing the "Call for Papers" and program registration

brochure to selected membership and contacts; marketing exhibits sales; on-site management; and publication of the conference proceedings. ASCE will form a conference steering committee and organize sessions and technical tours at the conference.

- PIANC will provide delegates to the conference Steering Committee. PIANC will be responsible for marketing the conference to PIANC members and contacts in PIANC newsletters and website. PIANC will provide a mailing list for exhibit sales and conference mailings. PIANC will be equally identified with ASCE in all publicity, including the cover and introduction of the Proceedings. **PIANC will assist in organization of technical sessions and contribute session information for the conference program brochure. PIANC members will submit abstracts for technical papers and fully develop papers (if selected) for publication in the proceedings.** The same deadlines required for ASCE for program information, camera-ready papers, and any other marketing, will be required by PIANC. All PIANC conference registrants will participate as fully in the conference as their ASCE counterparts. PIANC members are eligible to receive the discounted "member" conference registration rate.
- ASCE will be reimbursed out of the conference revenue for overhead and staff support. For budgeting purposes, salaries will be estimated at approximately 10% of the total direct expenses, not including PIANC's allotted reimbursement. Fringe benefits will be estimated at approximately 22.5% of salaries. Overhead costs are an amount equal to salaries.
- Within ninety days following the conference, ASCE will provide a financial report to PIANC recording revenue and expenses (received and anticipated). At that time, the net profit collected will be divided between the two organizations with 80% to ASCE and 20% to PIANC following the payment of ASCE's actual expenses including ASCE's overhead and staff support.
- Should the financial report confirm a net loss, ASCE will assume the loss. PIANC reserves the right to require a detailed accounting report from ASCE. If a dispute arises, ASCE or PIANC will be financially responsible for any audit their organization instigates. Any dispute and payment must be resolved by September 30, 2007.
- All activities of the parties hereunder shall be consistent with federal, state, and local laws, including antitrust laws and Section 501 (c) (3) of the Internal Revenue Code.

Neither party is authorized by the other under this agreement to act on behalf of, or in the name of, the other party. Neither party shall have the authority to bind the other in contract, debt or otherwise. The parties are and shall remain separate entities, and no partnership, joint venture or agency relationship shall be created under this agreement.


The Ports Conference, and all trademarks, copyrights and other property rights associated with the conference, shall remain the sole and exclusive property of ASCE. Any and all uses of a party's confidential or proprietary information, materials, or property, including specifically intellectual property, shall be subject to advance review and approval by the party.

**EFFECTIVE DATE** – This MOU is effective upon the signature of the parties and will remain in effect unless or until terminated as provided in the paragraph(s) entitled "Termination".

**AMENDMENTS** – This MOU may be modified or amended by written agreement among the parties hereto.

**TERMINATION** - This MOU will expire on June 1, 2007 unless renewed by mutual agreement of the parties. This MOU may be terminated at any time by mutual agreement of both parties.

**SIGNATORIES –**

 1/19/06

Kelly Barnes  
Program Director, COPRI of ASCE

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Joe Mantey  
Treasurer, U.S. Section, PIANC